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5-20-1942

Frankfurth Hardware Company and United Retail, Wholesale and Department Store Employees of America, Local 174, CIO (1942)

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Frankfurth Hardware Company and United Retail, Wholesale and Department Store Employees of America, Local 174, CIO (1942)

Location

Milwaukee, WI

Effective Date

5-20-1942

Expiration Date

3-16-1943

Employer

Frankfurth Hardware Company

Union

United Retail, Wholesale and Department Store Employees of America

Union Local

174

NAICS

44

Sector

Private

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✓ Detail + Wholesale, # 174
Milwaukee, Wisc. (C10)
3-16-43

CONFIDENTIAL 10

THIS AGREEMENT, made and entered into this 20
day of May, 1942, by and between the FRANKFURTH
BDW. CO., a Wisconsin corporation, hereinafter referred to
as the "Employer", and the UNITED RETAIL, WHOLESALE AND
DEPARTMENT STORE EMPLOYEES OF AMERICA, LOCAL 174, or its
successor, Affiliated with the Congress of Industrial
Organizations, hereinafter referred to as the "Union",

WITNESSETH:

ARTICLE I

COLLECTIVE BARGAINING:

SECTION I -- WHAT EMPLOYEES CONSTITUTE THE BARGAINING GROUP

This agreement concerns those employees of the
employer who constitute the Warehouse Employees Group. It
includes all persons who are or during the life of this
agreement may be employed as warehouse employees, and shall
include the employees designated as city desk salesmen, but
shall exclude supervisory employees, employees doing office
or clerical work and outside salesmen. Wherever the word
"employee" or "employees" is used in this agreement, it

shall be deemed to refer to members of the warehouse group only.

The employer recognizes the union as the exclusive bargaining agent for all warehouse employees coming within the terms of this contract.

The employer shall have the privilege of employing all new employees, and agrees to cooperate with the union in recommending that employees who now belong to the union or who may hereafter join it shall retain and continue their membership therein by a printed statement worded as follows:

"The United, Retail, Wholesale and Department Store Employees of America, Local 174, is the exclusive bargaining agent for all warehouse employees coming within the terms of the union contract."

ARTICLE II

PROVISIONS AS TO HOURS OF WORK AND RATES OF PAY

SECTION I — HOURS OF WORK AND OVERTIME.

Not to exceed eight (8) continuous hours, excepting a one (1) hour lunch period, shall constitute a work day in any twenty-four (24) hour working period. Not to exceed forty (40) hours shall constitute a work week. All work performed after said eight (8) hours in any twenty-four (24) hour working period, or on Saturday, or after said forty (40) hours in any one week shall be deemed overtime work. However, the maintenance man shall work on the hourly schedule in effect immediately before the signing of this agreement.

SECTION II — HOLIDAYS AND VACATIONS.

HOLIDAYS — The following holidays falling upon a week-day shall be observed:

Independence Day, Memorial Day,
Labor Day, Thanksgiving Day,
Christmas Day and New Year's Day.

VACATIONS — Each employee, upon completing one (1) year's service with the employer by July 1st shall receive one week's vacation. In fixing the vacation periods for the employees, the employer will conform to the choice of each employee as far as that can reasonably be done without substantial interference with or disruption of the employer's business. It shall be the duty of each employee desiring to express a choice as to his vacation period to state the same in a written request given to the employer on or before April 1st, or three (3) months prior to the commencement of the vacation period desired, whichever date is the earlier. The employer will allot vacations of those employees failing to make such request.

SECTION III — RATES OF PAY.

The starting rate for new employees shall be Forty-seven and One-half (\$.47½) Cents per hour, which shall be increased to Fifty and One-half (\$.50½) Cents

per hour after three (3) month's experience; to Fifty-three and One-half (\$.53½) Cents per hour after six (6) month's experience, and to Fifty-seven and One-half (\$.57½) Cents per hour after nine (9) month's experience.

All employees coming within the terms of this agreement shall receive an increase of Five (\$.05) Cents per hour, which increase shall be retroactive to the 17th day of March, 1942.

SECTION IV — NEW EMPLOYEES.

Each new employee shall be deemed to be upon probation, and subject to discharge by the employer at its discretion for a term of six (6) months from the date of his employment. The wage rate here provided for new employees shall apply also to all temporary and extra

employees.

SECTION V -- OVERTIME WORK.

Overtime work shall be paid for at one and one-half ($1\frac{1}{2}$) times the regular rate of pay, but no employee shall be paid both daily and weekly overtime for the same hours of overtime work.

SECTION VI -- PAY FOR HOLIDAYS AND VACATIONS.

Each employee shall receive pay for his holidays, as above listed, and for his vacation, at his regular rate of pay.

ARTICLE III

SENIORITY

SECTION I -- PRINCIPLE OF SENIORITY RECOGNIZED.

The employer will recognize the principle of seniority in lay-offs and rehiring, except in those instances where it would be difficult to replace an employee, without considerable time spent in training. In respect to promotion, the employer will give preference to employees with the longest record of service with the employer, provided they show reasonable capability and efficiency for the work.

SECTION II -- ADJUSTMENT OF SENIORITY MATTERS.

If the union concurs in the action of the employer under the preceding subsection I or in some mutually agreeable modification of it, the matter shall be settled accordingly. If no adjustment is reached in this way the matter may be submitted to arbitration in the manner provided in

in Article VI hereof, and the determination of the Board of Arbitration shall be final and conclusive upon the parties hereto and upon the interested employee.

ARTICLE IV

SECTION I -- DISCIPLINE AND DISCHARGE.

The employer retains the right of discipline of its employees; also the right to discharge them for cause. In case of the discharge of any employee, the employer will give to the union, within forty-eight (48) hours, written notice of such discharge, together with the cause therefor. If the union desires to challenge such discharge it shall, within four (4) working days after its receipt of notice thereof, give the employer notice, in writing, of such challenge, and within seven (7) days thereafter give the employer a notice, in writing, specifying the grounds of such challenge; if the union fails to give these notices, or either of them, as above specified, the right of challenge shall cease. This challenge, if

not adjusted by the parties, may be reviewed as a grievance, as provided by Article V at the instance of either party. If the discharge is not sustained, the employer shall immediately restore the employee to his position, with back pay covering the period of the discharge, but deducting any time which may be lost in reaching a final determination by any neglect of the union to bring such matter to such final determination.

ARTICLE V

GRIEVANCES

SECTION I — APPOINTMENT OF STEWARD AND GRIEVANCE COMMITTEE

The union, as soon as it can conveniently be done, will cause the appointment by the employees, from among their number, of a steward and a grievance committee of three (3) members. The names of these original appointees and of any successor appointees will be certified, in writing, by the union to the employer promptly upon their appointment.

SECTION II — ADJUSTMENT OF GRIEVANCES.

The following procedure shall be followed with respect to all grievances:

A. The aggrieved employee shall first attempt to adjust with his immediate superior representing the employer.

B. If the grievance is not thus adjusted, the aggrieved employee may then present it to the steward. The steward and the aggrieved employee may then again take it up with the employee's immediate superior representing the employer.

C. If this does not result in adjustment, the grievance shall be reduced to writing by the employee, or his representative, and signed by the aggrieved employee. It shall then be presented to the grievance committee, who shall investigate it. If this committee shall find that it is without substantial foundation or for any reason is insufficient to merit relief, that shall end the matter; but if the grievance appears to the committee to be

justified and to warrant further action, the committee shall take the matter up with the Sales Manager of the employer and attempt to adjust the same.

D. If the foregoing process does not result in an adjustment, the grievance committee shall present the written statement of the grievance, signed by the aggrieved employee, to the President of the employer, and attempt to adjust it with him.

E. If the grievance still remains unadjusted after the foregoing steps have been taken, the union may submit the grievance to arbitration in the manner provided in Article VI hereof, and the determination of the board of arbitration shall be final and conclusive upon the parties hereto and upon the aggrieved employee.

SECTION III — MEETINGS OF THE GRIEVANCE COMMITTEE.

Meetings between the grievance committee and the employer shall be held at 4:30 o'clock P.M. on Wednesday. In emergency cases requiring immediate attention, such meeting may be held at a different time.

ARTICLE VI

ARBITRATION

SECTION I -- PRINCIPLE OF ARBITRATION ESTABLISHED.

If and whenever any dispute with reference to operation under this agreement shall arise between the parties to this agreement, or between the employer and any employee which cannot be settled by negotiation or by the use of the methods hereinabove provided, the same shall be submitted to arbitration in the manner provided in this Article.

SECTION II -- METHOD OF ARBITRATION.

A - SELECTION OF BOARD OF ARBITRATION. Whenever a dispute requiring arbitration, as provided in subsection I of this Article arises, either party hereto (any aggrieved employee acting through the union) may notify the other in writing of its desire to arbitrate the same and of the names and addresses of two (2) persons selected by it as arbitrators. The other party shall, within five (5)

days after its receipt of such notice, notify the party serving such notice of the names and addresses of two (2) arbitrators chosen by the second party. As speedily as is reasonably possible thereafter the four (4) arbitrators shall meet and confer and attempt to reach and agree upon a settlement of the difficulty. If they fail in this, they shall at the same conference select a fifth arbitrator. If they find it impossible to agree upon the fifth arbitrator, they shall promptly unite in a written request to the then calendar judge of the Circuit Court of Milwaukee County, Wisconsin, to select, in accordance with the provisions of this Article, an impartial and competent person, not allied with any organization of labor or of employers, to serve as the fifth arbitrator. All arbitrators chosen under the provisions of this Article shall be citizens of the United States and of the State of Wisconsin. The board thus chosen may select its own Chairman.

B - HEARING AND DETERMINATION OF THE DISPUTE.

As promptly as is reasonably possible, the Board of

Arbitration thus organized shall meet at a time and place selected by it, of which reasonable written notice shall be given by the Chairman of the board to the parties hereto. At the time and place so specified, the board shall hear the parties to the dispute and may hold adjourned hearings, if necessary. As promptly as is reasonably possible after the close of the hearing, the board shall determine the controversy and submit its findings and decision, in writing, to the parties hereto, and the same shall be binding upon both parties. All matters coming before the board shall be determined by the affirmative vote of at least three (3) of its members. Each party shall defray the expenses of the arbitrators appointed by it, and shall bear one-half (1/2) of the expenses of the fifth arbitrator and of all incidental expenses involved in the conduct of the arbitration.

ARTICLE VII

MISCELLANEOUS PROVISIONS

SECTION I — SICK LEAVE PROVISION.

Each employee coming within the terms of this

agreement shall be allowed three (3) work days of compensated sick leave each year, upon satisfactory evidence of such employee's actual disability for work.

SECTION II — DISCRIMINATIONS FORBIDDEN.

There shall be no discrimination by either party hereto or by any employee (whether a member of the union or not) with regard to race, religion or political belief.

SECTION III — SERVICE FOR THE UNITED STATES.

All employees who volunteer or are called for military service for the United States shall, upon written request within the legal limit or sixty (60) days, whichever is the longer, after the termination of such service by discharge or otherwise, be re-employed in accordance with seniority and without loss of seniority by the employer, unless mentally or physically disabled, at a rate of pay not lower than the prevailing rate paid by the employer at the time of the employee's return, for work of the character of that done by the employee. If such employee, because

of physical disability, is unavoidably prevented from making such application for re-employment within this period, he may, upon presentation to the employer of proof of such disability, make it as soon as such disability permits, but not after one (1) year after the termination of such service. Any person employed because of the absence of such employee entering the service shall be deemed to be employed only temporarily for the period of the absence from work of such employee so entering the service.

SECTION IV -- COLLECTION OF UNION DUES.

The union employee secretary may collect union dues upon the employer's property, but not during working hours or upon the employer's time.

SECTION V -- POSTING OF UNION NOTICES.

The union may post notices of union affairs upon the shop bulletin board or, if the employer prefers, upon a special bulletin board provided for that purpose and so located as to give reasonable prominence to notices posted upon it.

SECTION VI -- TIME SPENT ON UNION MATTERS.

Official union representatives, upon first reporting to management, shall be allowed to talk to union members on union business if that can be done without interference with or interruption of service to the employer. An employee shall not leave his work to attend to union business or affairs unless such absence is necessary. Where a situation requiring such absence exists, the employee involved, before leaving his work, shall give the employer reasonable notice of his departure (which shall be at least one (1) week in case of absences not exceeding three (3) weeks, and at least one (1) month in case of longer absence), of the cause and necessity therefor, and of the probable duration of his absence, which shall not exceed ninety (90) days, except as hereinafter provided. Such limitation in point of time shall not apply to cases where the employee is either elected or appointed to office or other full time work for said union. In regard to the above mentioned notice to the employer of an employee's departure, it is expressly understood by and between the parties to this contract that in

case of an emergency situation arising, such notice will be waived by the employer. Any employee thus leaving on union business shall remain away no longer than is actually necessary and shall report to the employer upon resuming work after such absence. The employer shall not be required to pay for time spent in union activities. The privileges in this paragraph provided shall not be extended to more than two (2) employees at the same time.

SECTION VII -- INTERFERENCE WITH WORK.

There shall be no organized slow-down, stoppage of work, strike or lockout until all methods specified herein for the adjustment of grievances or for the determination of differences have been exhausted without reaching an adjustment or a determination binding upon the parties under the terms of this agreement.

SECTION VIII -- PRIVATE AGREEMENTS FORBIDDEN.

No private agreement shall be entered into by the employer with any employees.

SECTION IX — SALE OF TRUCK.

If the employer sells any truck owned and operated by it, without replacing it with another truck, the employer will employ the driver of such truck in accordance with seniority in some other capacity at the same rate of pay.

ARTICLE VIII

DURATION OF AGREEMENT

This agreement shall remain in force to and including the 16th day of March, 1943, and from year to year thereafter unless either party shall give notice, in writing, to the other at least thirty (30) days before the anniversary date of its intention to terminate, alter or amend the terms of this agreement, in which event the agreement shall stand terminated as of such anniversary date unless altered or amended.

IN WITNESS WHEREOF, the parties hereto have

caused this agreement to be duly executed by their of-
ficers thereunto duly authorized, the day and year first
above written.

FRANKFURTH HDW. CO.

By Wm. Frankfurth
Its Pres.

UNITED RETAIL, WHOLESALE AND DEPART-
MENT STORE EMPLOYERS OF AMERICA,
LOCAL 174

Charles Neff
Raymond Gussler
Paul A. Burtz
Robert Mc Carthy
Harry Vogel Reg. Loc. #174

Executed in Duplicate

Melvin Sutter
International Rep.